

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**1713 Bedford Row**

**Halifax, N.S./Halifax, (N.É.)**

## Halifax

## Nova Scotia

**B3J 1T3**

**Bid Fax: (902) 496-5016**

## Request For a Standing Offer Demande d'offre à commandes

## National Master Standing Offer (NMSO)

## Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> Ammonia Refrigerating Plant Repairs	
<b>Solicitation No. - N° de l'invitation</b> W010C-190158/A	<b>Date</b> 2018-07-11
<b>Client Reference No. - N° de référence du client</b> W010C-19-0158	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-320-10452
<b>File No. - N° de dossier</b> HAL-8-81044 (320)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-08-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Browne, January	<b>Buyer Id - Id de l'acheteur</b> hal320
<b>Telephone No. - N° de téléphone</b> (902)401-8687 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE WILLOW PARK BLDG 7 STN FORCES HALIFAX NOVA SCOTIA B3K5X5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

- 1.2.1 Department of National Defence has the requirement to provide a Standing Offer comprises the furnishing of all labour, material, tools, equipment, and transportation required for operational and emergency repairs to ammonia refrigerating plants within various recreation centres of CFB Halifax, Nova Scotia on an as and when requested basis for a period of one (1) year with the option to extend the Standing Offer by two (2) additional one (1) year periods.

### 1.2.2

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

## 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."

- subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 07, entitled Delayed offers, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC Acquisitions NS is 902-496-5016 or, if applicable, the facsimile number identified in the RFSO. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
  - i. receipt of garbled or incomplete offer;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of an offer; or
  - vii. security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.

2. ePost Connect

- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit an offer using epost Connect service, the Offeror must either:
  - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to

- transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Nova Scotia is:
- [TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca)
- f. The RFSO number must be identified in the epost Connect message field of all electronic transfers.
- g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
- h. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- i. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."

### **2.1.1 SACC Manual Clauses**

M0019T - Firm Price and or Rates (2007-05-25)

M7035T - List of Proposed Subcontractors (2013-07-10)

## **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

## **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public

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funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

### **Definitions**

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.



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By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer - 2 hard copies

Section II: Financial Offer - 1 hard copy

Section III: Certifications - 1 hard copy

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy."

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation,

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

### **3.1.3 SACC Manual Clauses**

C9000T (2010-08-16), Pricing,

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The Offeror must provide the following documents with its offer:

1. Bidders are to review the document at Annex A, Ammonia Refrigerating Plant Repairs Job No.W010C-19-0158 Dated2018-05-02

By way of signing page 1 of the solicitation and returning it with bid, the bidder implies that they have read, understood, and will comply with all specifications.

2. Bidders/Tenders are required to provide a copy of the company's safety policy, signed by the owner or authorized representative of the company.

3. Bidders/Tenders are required to provide documents and evidence to the satisfaction of the Crown, indicating that the bidder/tender has successfully completed an independent SAFETY AUDIT and will maintain that safety audit for the life of the Standing Offer (Contractor and Sub-contractor(s)).

4. Bidders/Tenders are to complete the Attestation form with references that confirm similar projects have been completed by the contractor and that the contractor is held in good standing. Appendix 1

#### **4.1.2 Financial Evaluation**

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

##### **4.1.2.1 Mandatory Financial Criteria**

The offeror is to complete Annex B, Basis of Payment/Financial Evaluation.

#### **4.2 Basis of Selection**

SACC Manual Clause [\(A0272T\)](#) (2010-08-16), Basis of Selection - Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

## 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing a Standing Offer or during the period of the Standing Offer.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### Proof of an Independent Safety Audit

Bidders are to provide documentation indicating that the bidder has successfully completed a recognized safety audit, and the company/person performing the audit are approved by a regulatory authority to conduct safety audit.

#### 5.2.4 Confirmation of Workers Compensation Coverage

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 3 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.2.5 Licensing

The contractor must obtain and maintain all permits, licenses and certificates of approval required for work to be performed under any applicable federal, provincial or municipal legislation. The Contractor shall be responsible for any changes imposed by such legislation or regulations. Upon request the contractor shall provide a copy of any such permit, license, or certificate.

#### 5.2.6 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her resume to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

### PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to

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comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled Annex "C". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31

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- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 2018-11-30 to 2019-11-29.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods (option years), under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: January Browne  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions  
Address: 1713 Bedford Row  
Halifax, NS, B3J 3C9

Telephone: 902-401-8687  
Facsimile: 902-496-5016  
E-mail address: [january.browne@pwgsc-tpsgc.gc.ca](mailto:january.browne@pwgsc-tpsgc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### **7.5.2 Project Authority (TO BE NAMED UPON AWARD OF CONTRACT)**



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The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **7.5.3 Offeror's Representative (BIDDER PLEASE COMPLETE)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

PBN# : \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

Procurement Business Number (PBN): \_\_\_\_\_

### **7.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Real Property Operations Section (Halifax) - RPOS(H) personnel.

## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBA** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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### 7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment
- g) Annex C Dollar usage report
- h) Annex D, Insurance Requirements
- i) Annex E Information for code of conduct certification
- j) Annex F Part 3 of the request for standing offers
- k) Appendix 1
- l) Attached Specification: Ammonia Refrigerating Plant Repairs JOB No.: W010C-19-0158 Dated 2018-05-02
- m) the Offeror's offer dated \_\_\_\_\_, "as clarified on \_\_\_\_\_" **or** "as amended on \_\_\_\_\_"

### 7.12 Certifications and Additional Information

#### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 7.13 SACC Manual Clauses

M3020C	2016-01-28	Status of Availability of Resources - Standing Offer
M3800C	2006-08-15	Estimates

### 7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

## B. RESULTING CONTRACT CLAUSES

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The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

## **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

## **7.2 Standard Clauses and Conditions**

### **7.2.1 General Conditions**

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **7.2.3 SACC Manual Clauses**

A9055C	(2010-08-16)	Scrap and Waste Material
A9062C	(2011-05-16)	Site Regulations Inspection and Acceptance
B7500C	(2006-06-16)	Excess Goods
D5328C	(2014-06-26)	Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **7.3 Term of Contract**

### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

## **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## **7.5 Payment**

### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm unit price", as specified in Annex B. Customs duties are "excluded" and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.5.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

### **7.5.3 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

### **7.5.5 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

### **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **7.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-

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based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

See Attached Specification "Appendix 1": Ammonia Refrigerating Plant Repairs JOB No.:  
W010C-19-0158 Dated 2018-05-02







<b>b) Outside regular hours:</b> Monday through Sunday including all day Saturday, Sunday and holidays  <b>Journeyman</b>	Per hour	100 hours	\$	\$
	Total amount of Tender (1 <sup>st</sup> option year SOA):			

\***Allowance** for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a mark-up of 10% applied to the net cost. Proof required with the invoice submission.\*

**2nd Option Year - Standing Offer Agreement (Date to be determined at award)**

<b>Class of Labour, Plant or Material</b>	<b>Unit of Measure</b>	<b>Estimated Quantity* (a)</b>	<b>Price Per Unit (b)</b>	<b>Extended Total (a X b=c) (c)</b>
<b>1. First Hour:</b> Service Calls, including travel time and related expenses and one person hour productive labour at the job site.  <b>a) During regular hours:</b> 0730-1600 hours Monday through Friday  <b>Journeyman</b>  <b>Apprentice</b>  <b>b) Outside regular hours:</b> Monday through Sunday including all day Saturday, Sunday and holidays  <b>Journeyman</b>	Per call	40 calls	\$	\$
	Per call	20 calls	\$	\$
	Per call	10 calls	\$	\$

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\***Allowance** for material, replacement parts, required permits, certificates, assessments, special equipment, and security at net cost, plus a mark-up of 10% applied to the net cost. Proof required with the invoice submission.\*

**Estimated Total for Option Year Two (2):**\_\_\_\_\_

(Year 1 + Option year 1 + Option year 2) = \_\_\_\_\_

[illegible]

## **ANNEX"D"**

### **INSURANCE REQUIREMENTS**

#### **G2001C - 2018-06-21 Commercial General Liability Insurance:**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- 
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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## ANNEX "E"

### INFORMATION FOR CODE OF CONDUCT CERTIFICATION

[MUST BE COMPLETED BY OFFERORIBIDDER WITH BID SUBMISSION]

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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3. For a Joint Venture - the names of all current members of the Joint venture;

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4. For an individual - the full name of the person;

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## **ANNEX “F” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);



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## Appendix 1

### Contractor's Qualification Attestation Form

Contractor must complete this Appendix and return one (1) original with the Tender. Key personnel identified for involvement with this Standing Offer Agreement must identify their qualification and experience with repairs of chiller units.

#### 1. Contractor Information:

Contractor:  
Address:

Telephone:  
Fax:  
Contact:

**2. List three (3) major projects/contracts**, similar to what is contained in the Statement of Work, that your firm has completed within the last three (3) years. Include three (3) references in good standing order from the major projects/contracts (one (1) from each project).

#### 2.1 Project/Contract 1:

Address:

Date completed:  
Brief description of project:

Reference information:  
Contact name:  
Title:  
Telephone:  
Fax:

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## **2.2 Project/Contract 2**

Address:

Date completed:

Brief description of project:

Reference information:

Contact name:

Title:

Telephone:

Fax:

## **2.3 Project/Contract 3:**

Address:

Date completed:

Brief description of project:

Reference information:

Contact name:

Title:

Telephone:

Fax:

**3. All the Contractor's employees** must be certified as a licensed Journeyman. Contractor must have a minimum of two (2) certified Journeyman with a minimum of five (5) years experience. Journeyperson must have successful completion of the ozone depleting course.

The following information is required from each employee:

Buyer ID - Id de l'acheteur  
Hal320

CCC No.IN' CCC - FMS No.IN' VME

Buyer ID - Id de l'acheteur  
Hal320

CCC No.IN' CCC - FMS No.IN' VME

Department of National Defence



Specification

Standing Offer Agreement

## **Repairs to Ammonia Refrigerating Plants**

CFB Halifax, NS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
<u>Division 01 - General Requirements</u>		
01 11 00	General Instructions	6
01 35 15	Industrial Security	4
01 35 30	Health and Safety Requirements	8
01 35 35	DND Fire Safety Requirements	5
01 74 11	Cleaning	2
<u>Division 23 - Heating, Ventilating and Air-Conditioning (HVAC)</u>		
23 64 00	Ammonia Refrigerating Plant Repairs	2

## PART 1 - GENERAL

- |                                   |    |   |
|-----------------------------------|----|---|
| <u>1.1 RELATED SECTIONS</u>       | .1 | Section 23 64 00 Ammonia Refrigerating Plant Repairs.   |
| <u>1.2 DESCRIPTION OF WORK</u>    | .1 | Work under this Standing Offer Agreement comprises the furnishing of all labour, material, tools, equipment, transportation, and supervision required to conduct, as directed by the Engineer, operational and emergency repairs to ammonia refrigerating plants at various recreation centres of CFB Halifax as specified herein.  |
| <u>1.3 ENGINEER</u>               | .1 | All reference to the Engineer in this specification, who is the Contract Inspector which is representing the Real Property Operations Section - Halifax (RPOS(H)).  |
|                                   | .2 | The Engineer will provide the Contractor with a list of his / her authorized representatives at the pre-job meeting.  |
| <u>1.4 WORK INCLUDED</u>          | .1 | Work included in this Standing Offer Agreement includes but will not be limited to the following: <ul style="list-style-type: none"> <li>.1 perform various types of repairs to ammonia refrigerating plants and associated equipment as directed by the Engineer or authorized representatives;</li> <li>.2 provide an emergency repair service available on a 24 hour, seven (7) day per week basis; and</li> <li>.3 clean up.</li> </ul> |
| <u>1.5 LOCATIONS OF JOB SITES</u> | .1 | Areas covered under this specification include but not limited to the following locations: <ul style="list-style-type: none"> <li>.1 WP68 CFB Halifax Curling Club - Halifax, NS; and</li> <li>.2 SH64 12 Wing Shearwater Arena - Eastern Passage, NS.</li> </ul>   |
| <u>1.6 SITE ACCESS</u>            | .1 | Access to the site is under the direction of the Department of National Defence. All visitors entering areas issuing a daily pass will be aware of the requirement for search as a condition of issue.  |

<u>1.6 SITE ACCESS (Cont'd)</u>	.2	While within the confines of CFB Halifax all employees and representatives of the Contractor must comply with all of the Standing Orders as promulgated by Base Authorities.
<u>1.7 PRE-JOB MEETING</u>	.1	Immediately upon receipt of award of Standing Offer Agreement, the successful Contractor will contact the Engineer to arrange a pre-job meeting prior to commencement of any work.
<u>1.8 CONTRACTOR QUALIFICATIONS</u>	.1	The Contractor must satisfy the Engineer that he / she has adequate and qualified staff to perform the service expected. This includes all service calls within an acceptable time period and having adequate parts on hand to meet the requirements of the job, both during silent and normal working hours.
	.2	Whenever the Contractor uses sub-contractors, they too must perform to and comply with all requirements of this Standing Offer Agreement.
<u>1.9 WORKMANSHIP</u>	.1	Workmanship must be the best quality executed by workers experienced and skilled in the respective duties for which they are employed.
	.2	Do not employ any unfit person or anyone unskilled in their required duties. The Engineer reserves the right to require the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.
	.3	Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Engineer whose decision is final.
	.4	The Contractor will employ a competent and experienced supervisor with the authority to speak on his behalf on day-to-day routine matters.
<u>1.10 NORMAL WORKING HOURS</u>	.1	Normal working hours will be 0730 to 1600 hours, Monday to Friday. Any work carried out other than normal working hours must be authorized by the Engineer.
<u>1.11 CONTRACTOR'S USE OF SITE</u>	.1	Contractor will be briefed on use of site by the Engineer.
	.2	Do not unreasonably encumber site with materials or equipment.



1.11 CONTRACTOR'S USE  
OF SITE  
(Cont'd)

- .3 Move stored products or equipment which interferes with operations of Engineer or other Contractors.
- .4 The Engineer will brief the Contractor on access to restricted areas.

1.12 PARKING

- .1 In limited areas, a parking space will be made available on site for Contractor vehicles to drop off equipment and supplies. Maintain and administer this space as directed.
- .2 The Contractor may have to pay for parking at the following locations:
  - .1 Stadacona - Halifax, NS;
  - .2 Windsor Park - Halifax, NS;
  - .3 Willow Park - Halifax, NS;
  - .4 Royal Artillery (RA) Park - Halifax, NS;
  - .5 Halifax Armoury - Halifax, NS;
  - .6 HMC Dockyard - Halifax, NS; and
  - .7 Naval Armament Depot (NAD) - Dartmouth, NS.

1.13 CODES AND  
STANDARDS

- .1 Perform work in accordance with the latest edition of the National Building Code of Canada (NBC), Canadian Electrical Code Part I, Canada Labour Code Part II, National Fire Code of Canada, NS Environment and Labour requirements, and any other applicable federal, provincial and municipal regulations and by-laws. In any case of conflict or discrepancy, the more stringent requirements will apply.
- .2 Meet or exceed requirements of Standing Offer documents, specified standards, codes and referenced documents.

1.14 PROTECTION OF  
EXISTING FACILITIES

- .1 The Contractor must take all necessary precautions to ensure against damage to existing facilities. Any damage to such facilities as a result of the Contractors operations must be repaired or replaced by the Contractor at his / her own expense, as soon as is reasonably possible.

1.14 PROTECTION OF  
EXISTING FACILITIES  
(Cont'd)

- .2 Special coverings and protection must be provided to protect plants, walls, projections and adjacent work where materials are being removed, installed or hoisted.
- .3 The Contractor must protect all occupant owned furnishings and equipment, and the building from damage during execution of this Standing Offer Agreement.
- .4 Where the Engineer considers it necessary, provide and erect warning signs and barriers.

1.15 POWER AND WATER  
SUPPLY

- .1 DND may provide, free of charge, temporary electric power and water for construction purposes.
- .2 Engineer will determine delivery points and quantitative limits. Engineer's written permission is required before any connection is made. Connect to existing power supply in accordance with Canadian Electrical Code.
- .3 Provide, at no cost to DND, all equipment and temporary lines to bring these services to project site.
- .4 Supply of temporary services by DND is subject to DND requirements and may be discontinued by DND site representative at any time without notice, without acceptance of any liability for damage or delay caused by such withdrawal of temporary services.
- .5 After the temporary service lines are no longer required, the Contractor must remove all lines and equipment, restore the connection points to their original condition and return the land to its original contour.

1.16 HEATING AND  
VENTILATING

- .1 Provide temporary heat and ventilation as required to:
  - .1 facilitate progress of work;
  - .2 protect work and products against dampness and cold;
  - .3 prevent moisture condensation on surfaces;
  - .4 provide ambient temperatures and humidity levels for storage, installation and curing of materials; and

1.16 HEATING AND  
VENTILATING  
(Cont'd)

- .1 (Cont'd)
  - .5 provide adequate ventilation to meet health regulations for safe working environment.
- .2 Maintaining strict supervision of operation of temporary heating and ventilating equipment to:
  - .1 conform with applicable codes and standards;
  - .2 enforce safe practices;
  - .3 prevent abuse of services;
  - .4 prevent damage to finishes; and
  - .5 vent direct-fired combustion units to outside.

1.17 EMERGENCY AND  
SERVICE CALL-UPS

- .1 The Contractor must maintain and provide the Engineer with contact numbers to be able to provide response to request for service from the Engineer or representative on a 24 hours, 7 days per week basis. If the request for service from the after hours Departmental Representative, the Contractor must, immediately upon completion of the service, report back to the Engineer describing the action taken to correct the problem. The following Work priorities and response time will apply:
  - .1 Emergency:
    - .1 A priority of "Emergency" is defined as a deficiency or breakdown that requires immediate attention to reduce the potential for danger to occupants, the general public, the environment, or the facility. Maintenance and repairs identified with this priority must be responded to immediately and must be reported without delay to designated manager.
    - .1 Standard response times:
      - .1 Urban / rural: ASAP - 2 hours.
  - .2 Routine:

1.17 EMERGENCY AND  
SERVICE CALL-UPS  
(Cont'd)

- .1 (Cont'd)
- .2 (Cont'd)
- .1 A priority of "Routine" is defined as essential maintenance and repairs which should be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment, or the facility.
- .1 Standard response times:
- .1 Urban / rural: 4 hours.
- .2 The Contractor will be advised of the personnel authorized to request emergency service. Services undertaken at the request of unauthorized persons will be done at the Contractor's risk, with regards to payment.
- .3 Report service calls executed outside normal working hours to the Engineer, immediately on the next working day.

1.18 INSPECTION

- .1 All work and materials covered by this specification will be subject to inspection at any time by the Engineer or his / her representative.

1.19 REPORTING  
IRREGULARITIES

- .1 The Contractor must notify the Engineer of irregularities in the work area, such as accidents, spills, structural defects, mechanical and / or electrical problems and / or any beyond the scope of work.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

END OF SECTION

## PART 1 - GENERAL

### 1.1 DEFINITIONS

- .1 Canadian Industrial Security Directorate (CISD):
  - .1 A government agency that developed the Industrial Security Manual.
- .2 Company Security Officer (CSO):
  - .1 The CSO is the organization's official point of contact with the Industrial Security Program (ISP). He or she is responsible for monitoring the organization's security profile, addressing security issues, and is accountable to the ISP and to the organization's designated Key Senior Official on all industrial security matters.
- .3 Contractor CSO:
  - .1 The employee of the Contractor's company who is the CSO.
- .4 Industrial Security Manual (ISM):
  - .1 The ISM is a ready and simple reference which tells Company Security Officers what they must know about Canadian government security standards and procedures and how to ensure that their organization meets these security requirements.
- .5 Industrial Security Program (ISP):
  - .1 The Industrial Security Program (ISP) helps industry to participate in Government of Canada and foreign government contracts. CISD provide security screening services needed for contractors before their employees can work with Protected or Classified information and assets.
- .6 Visit Clearance Request (VCR):
  - .1 Is a form that is required to be filled out by an individual who requires access to sensitive DND property, personnel, information, assets and resources so they must be security screened at the appropriate level before commencement of their duties.
- .7 Restricted:

1.1 DEFINITIONS

(Cont'd)

- .7 (Cont'd)
  - .1 Refers to a situation where authorized persons only are allowed access to an area or information.
- .8 Security Requirements Check List (SRCL):
  - .1 The Security Requirements Check List (SRCL) is a Treasury Board Secretariat (TBS) form used to define the security requirements for a contract. The SRCL represents an evaluation of security threats and risks that may arise through the contracting process.
- .9 Sensitive:
  - .1 Records that are sensitive contain information that can cause different degrees of injury to an individual, a company, or the country if the information were disclosed in an unauthorized manner.
- .1 Public Services and Procurement Canada (PSPC) Industrial Security:
  - .1 <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>.
- .1 Security requirements must form part of the Contract between DND and industry when defined by a Security Requirement Check List (SRCL).
- .2 A Security Requirement Check List (SRCL) is a form that is used to define the security requirements associated with all contracts. The SRCL ensures that the appropriate security clauses are identified so they may be incorporated into the contract, thereby legally binding the parties to meet the contract's security requirements.
  - .1 The SRCL must accompany all Contract documents including subcontracts that contain security requirements.
- .3 If multiple levels of screening are required, a Security Classification Guide may have been provided along with the SRCL as a contractual document. This document will provide further information related to security requirements when dealing with multiple levels of clearances within the Contract.

1.2 REFERENCE SITES

1.3 GENERAL

1.4 PRIVATE SECTOR  
ORGANIZATION SCREENING  
AND CLEARANCES

- .1 Companies who will need access to or who will retain controlled goods, Protected or Classified property, information, assets or resources must be cleared as follows:
  - .1 Companies must be cleared to safeguard the highest level of information and asset to be retained.
    - .1 Designated Organization Screening (DOS) is required for access to Protected information, assets and secure work sites, as part of a Contract, and as long they need-to-know (Reliability Status).
    - .2 Facility Security Clearance (FSC) is required for access to Protected or Classified information, assets and secure work sites, as part of a Contract, and as long as they have a need-to-know (Secret status).
    - .3 Document Safeguarding Capability (DSC) is required by Contract to work on Protected and / or Classified information at their own worksite.
    - .4 Companies who will electronically process and / or transmit sensitive electronic data on their information technology systems must have the Authority to Process IT and must obtain the mandatory IT written approval letter from the ISP for the level of security requested.

1.5 PERSONNEL SECURITY  
SCREENING

- .1 Contracts with DND may require employees of the Contractor to access Protected and / or Classified information, assets or work sites. In these cases, the personnel who must have access to information and / or work site must have their personnel security screening completed. Please refer to PSPC website for more information.
- .2 Refer to PSPC website for the process to obtain a security screening.

1.6 VISIT CLEARANCE  
REQUESTS (VCR) APPROVAL

- .1 All individuals (including subcontractors) who will have access to sensitive DND information, assets, resources, or work sites must be security screened before submitting a visit clearance request (VCR).

1.6 VISIT CLEARANCE  
REQUESTS (VCR) APPROVAL  
(Cont'd)

- .2 The VCR process verifies that those who are permitted access onto DND property have the required clearance level as outlined within the Security Requirement Check List (SRCL) for the Contract.
- .3 All employees of the successful bidder who will be working on the Contract require a VCR. The Contractor's CSO must forward the completed form to the Engineer for processing.

1.7 RESPONSIBILITY

- .1 It is the responsibility of the Contractor to have no security breaches while undertaking the work for this Contract.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

END OF SECTION



PART 1 - GENERAL

1.1 WORK SAFETY  
MEASURES

- .1 Observe and enforce construction safety measures by complying with the requirements of the following statutes and authorities:
  - .1 Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations;
  - .2 Nova Scotia Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time;
  - .3 most recent amendments to the National Building Code of Canada, Part 8 and National Fire Code of Canada.
- .2 Refer to Section 01 35 35 DND Fire Safety Requirements.
- .3 Engineer will provide a copy of any relevant special written instructions to be followed.
- .4 Before Work Begins
  - .1 Bidder / Tender to provide documentation if requested by the Crown, indicating all safety training attained for each person who will be involved with the Standing Offer Agreement.
- .5 The following disciplinary measures will be taken for any violations of safety under this Standing Offer Agreement:
  - .1 First Violation:
    - .1 Verbal warning issued to the Contractor for the first violation of a safety regulation (Violation will be documented on Standing Offer file, copy to Contractor and PSPC.).
  - .2 Second Violation:
    - .1 Written warning to Contractor for second violation of a safety regulation (Violation will be documented on Standing Offer file, copy to Contractor and PSPC.).
  - .3 Third Violation:

1.1 WORK SAFETY  
MEASURES  
(Cont'd)

.5

(Cont'd)

.3

(Cont'd)

.1

A third violation of a safety regulation may result in the termination of the Standing Offer with a recommendation to the Contracting Authority that the Contractor be denied access to Real Property Operations Section - Halifax (RPOS(H)) contracts (Documented to Standing Offer file, copies to Contractor and PSPC.).

.4

Serious Violation:

.1

For a serious violation of a safety regulation as deemed by a regulator, project manager or safety officer a recommendation will be made to the Contracting Authority to immediately terminate the Contract / Standing Offer (Violation documented on Standing Offer file, copy to Contractor and PSPC.).

.5

Charges Laid or Guilty Determination by Courts:

.1

Infractions of safety regulations that result in charges being laid by a regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to RPOS(H) contracts.

1.2 HAZARD ASSESSMENTS

.1

Contractor must implement and carry out a health and safety hazard assessment program as part of the Work. Program to include:

.1

Initial Hazard Assessment:

.1

Carried out upon notification of Contract award and / or prior to commencement of Work.

.2

On-going Hazard Assessments:

.1

Performed during the progress of Work identifying new or potential health risks and safety hazards not previously known. As a minimum, hazards assessments must be carried out when:

1.2 HAZARD ASSESSMENTS  
(Cont'd)

- .1 (Cont'd)
- .2 (Cont'd)
- .1 new sub-trade work, new sub-contractor (s) or new workers arrive at the site to commence another portion of the Work;
- .2 the scope of Work has been changed;
- .3 Work conducted in confined spaces; and / or
- .4 potential hazard or weakness in current health and safety practices are identified by the Engineer.
- .2 Hazard assessments will be project and site specific, based on review of Standing Offer documents and site.
- .3 Each hazard assessment to be made in writing. Keep copies of all assessments on site for duration of Work. Upon request, make available to Engineer.
- .4 The Contractor must notify the Engineer of suspected hazardous material during work and not apparent from drawings, specifications, or report pertaining to work (e.g. lead, asbestos etc.). Do not disturb such material pending instructions from the Engineer. The Engineer will make the necessary arrangements for testing the material as required.

1.3 ASBESTOS PRODUCT &  
ASBESTOS ACTIVITY

- .1 Within the confines of the Base, the provision of new products containing fibrous asbestos materials is prohibited.
- .2 Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in course of work, stop work and notify Engineer immediately. Do not proceed until written instructions have been received from Engineer.

1.4 HAZARDOUS MATERIAL  
SPILL

- .1 The Contractor or sub-contractors must report to the DND fire department and the Engineer for any incident or spill involving hazardous materials (HAZMAT).
- .2 In the event of a hazardous material spill, the following procedures for initial actions must be followed:

1.4 HAZARDOUS MATERIAL SPILL  
(Cont'd)

.2

(Cont'd)

- .1 ensure safety of all personnel;
- .2 assess spill hazards and risks;
- .3 ventilate area if release is indoors and remove all sources of ignition;
- .4 stop the spill if safely possible (e.g. shut off pump, replace cap, tip drum upward, patch leaking hole etc.).
- .5 no matter the volume is, contact the DND fire department and provide the following information:
  - .1 time of the spill;
  - .2 location;
  - .3 special considerations:
    - .1 personal safety;
    - .2 environmental.
  - .4 type and amount of spill;
  - .5 person reporting the spill:
    - .1 name;
    - .2 company; and
    - .3 telephone number.
  - .6 contain the spill;
  - .7 isolate the area as required;
  - .8 provide Material Safety Data Sheets (MSDS) to DND fire department and Engineer;
  - .9 contact the Engineer; and
  - .10 clean up minor spills using appropriate protective equipment and supplies.

1.5 FASTENING DEVICES  
EXPLOSIVE ACTUATED

- .1 Explosive actuated devices must not be used without the approval of the Engineer.
- .2 Operator must have the appropriate training before using the explosive actuated device.
- .3 Follow the manufacturer's safety guidelines and ensure the applicable personal protective equipment is used.

1.6 HOT WORK

- .1 All hot work activity is to take place with Engineer's approval and written permission from the DND fire department (hot work permit). Hot work permits and fire watch requirements will be provided by the DND fire department.
- .2 The ventilation system in the area of any hot work is to be isolated to prevent migration of fumes / smoke and to reduce any possible spread of fire to other areas of the facility.
- .3 Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any hot work for a minimum of 30 minutes after activity has ceased.

1.7 CONFINED SPACES

- .1 All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .2 The Contractor to provide and maintain all equipment as required by any person to enter and / or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .3 The Contractor to provide and maintain training, as required by the Canada Occupational Safety and Health Regulations, Part XI.
  - .1 The Contractor and / or his employees must provide proof of training and qualifications when requested by the Engineer.
- .4 The Contractor to provide the Engineer with a copy of an "entry permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Part XI.
- .5 The Contractor to have a hazard assessment of the confined space performed.

1.7 CONFINED SPACES

(Cont'd)

- .5 (Cont'd)
- .1 The Contractor to provide the Engineer with a copy of the hazard assessment.
- .6 The Contractor must have a written rescue plan posted on site.
- .7 Contractor must inform DND fire department and Central Heating plant before entering any service tunnel.

1.8 FALL PROTECTION

- .1 All work carried out above the mandatory height restrictions, from unguarded structure and / or scaffolding, will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.
- .2 The components of a fall protection system must meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
- .3 The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified technician as required by the Canada Occupational Safety and Health Regulations, Part XII, Section 12.3.

1.9 ARC FLASH

- .1 The Contractor is to ensure all electrical equipment such as switchboards, panel boards, motor control centres and meter socket enclosures be marked to warn persons of potential electric shock and arc flash hazards. This labeling is required for all new and modified installations.
- .2 The warning label must also include information regarding "arc flash hazard category (0 to 4)" and the "Flash Protection Boundary" as defined in NFPA 70E. All projects specifications must include short circuit study and flash hazard analysis.
- .3 In accordance with the CSA Standards Z462 Workplace Electrical Safety, electrical Contractors are required to perform a shock and flash hazard analysis to select the appropriate PPE to wear. Electrical contractors are required arc-rated personal protective equipment while troubleshooting and diagnostic testing that cannot be performed unless the electrical conductor or circuit part is energized. All Contractor work practices must protect each employee from arc flash and from contact with live parts directly with any part of the body or indirectly through some other conductive object.

1.10 SAFETY

- .1 It is the Contractor's responsibility to be familiar with all applicable safety acts, regulations, codes and Standing Offer requirements. These must be identified and addressed in the safety plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices, all of which will become mandatory.
- .2 The Contractor must ensure all workers and authorized persons entering the work site are notified of and abide by the posted safety plan, safety rules, procedures, safe work practices and applicable safety acts, regulations, and codes. Any person not complying with these will not be permitted on the site.
- .3 Contractor must ensure that all applicable personal protective equipment (PPE) is used.
  - .1 All personnel are required to wear hard hats, in accordance with CSA Z94.1, Industrial Protective Headwear.
  - .2 All personnel are required to wear safety footwear, in accordance with CSA Z195, Protective Footwear.
  - .3 All personnel are required to wear eye and face protection, in accordance with CSA Z94.3.1, Selection, Use, and Care of Protective Eyewear.
  - .4 When and where noise level is above 85 decibels; all personnel are required to wear hearing protection, in accordance with CSA Z94.2, Hearing Protection Devices - Performance, Selection, Care and Use.
  - .5 Where toxic or noxious gas fumes, or oxygen deficiency or excessive dust may occur, so as to create a hazard to life, safety or health; all personnel are required to wear respiratory protection, in accordance with CAN/CSA Z94.4, Selection, Use, and Care of Respirators.
- .4 The Engineer will coordinate arrangements for the Contractor to be briefed on site safety within 14 days of award of Standing Offer Agreement.

1.11 SITE SIGNS AND  
NOTICES

.1

Safety and instruction signs and notices:

.1

Signs and notices for safety and instruction must be in both official languages. Graphic symbols must conform to latest version of "Signs and Symbols for the Workplace".

PART 2 - PRODUCTS

2.1 NOT USED

.1

Not used.

PART 3 - EXECUTION

3.1 NOT USED

.1

Not used.

END OF SECTION



PART 1 - GENERAL

<u>1.1 EMERGENCY REPORTING</u>	.1	Telephone numbers for emergency reporting will be provided by the Engineer at the fire safety briefing.
<u>1.2 FIRE SAFETY ENFORCEMENT</u>	.1	Within the confines the Base, the prescription and enforcement of mandatory fire safety measures will be exercised under the authority of the Base fire department.
	.2	Comply with and enforce compliance by all Contractor personnel with all requirements of this specification section, and with the most recent edition of the National Building Code of Canada (NBC) and the National Fire Code of Canada (NFC), including all subsequent revisions issued by the National Research Council of Canada.
<u>1.3 FIRE SAFETY BRIEFING</u>	.1	Prior to commencement of work under this Standing Offer Agreement, the Engineer will arrange a meeting of all parties concerned to review and clarify requirements for fire safety measures. This may involve a briefing by the Base fire department.
<u>1.4 FIRE WATCH</u>	.1	For hot work activity, the Contractor will provide the service of fire-watch persons on a scale and schedule as prescribed by the Base fire department at the time of issuance of the hot work permit.
<u>1.5 FIRE EXTINGUISHERS</u>	.1	Supply fire extinguishers, as scaled by the Base fire department, necessary to protect work in progress and Contractor's physical plant on site.
<u>1.6 SMOKING PRECAUTIONS</u>	.1	Smoking not permitted on DND property except in designated smoking areas. This includes smoking in passenger motor vehicles.
	.2	In accordance with these fire safety requirements particular to the work area and site, the Engineer and Base fire department will designate hazardous areas as well as non-restricted areas where smoking may be permitted.
	.3	Smoking is prohibited in all buildings.

1.6 SMOKING  
PRECAUTIONS  
(Cont'd)

- .4 In all other areas, exercise care and comply with written or oral directives of the Engineer for the use of smoking materials.

1.7 REPORTING FIRES

- .1 Report immediately all fire incidents as follows:
- .1 activate nearest fire alarm box; or
  - .2 dial 9-1-1 or designated number given at the time of briefing; and
  - .3 telephone the Engineer.
- .2 Person activating fire alarm must remain at the alarm to direct the fire department to the scene of the fire.
- .3 When reporting fire by telephone, give location of fire, name and number of building and be prepared to direct the fire department to the scene of the fire.

1.8 INTERIOR AND  
EXTERIOR FIRE  
PROTECTION AND ALARM  
SYSTEMS

- .1 Notify Base fire department at least 48 hours prior to scheduling any work that may require fire alarm and / or protection systems to be:
- .1 obstructed in any way;
  - .2 shut-off; and / or
  - .3 left inactive at end of working day or shift without authorization from Base fire department.
- .2 Do not commence any such work until Engineer confirms approval and direction by the Base fire department.
- .3 Fire hydrants, standpipes and hose systems will not be used for other than fire fighting purposes unless authorized by the Engineer and the Base fire department.

1.9 BLOCKAGE OF ACCESS  
FOR FIRE APPARATUS

- .1 Advise Base fire department of work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by the Base fire department, erecting of barricades and digging of trenches.

1.10 RUBBISH AND WASTE  
MATERIALS

- .1 Keep rubbish and waste materials at minimum quantities.
- .2 Storage:
  - .1 Where it is necessary to store oily waste in work areas exercise extreme care to ensure maximum possible safety and cleanliness.
  - .2 Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles approved by the Base fire department and removed as directed by the Engineer.
- .3 Burning of rubbish is prohibited.
- .4 Removal:
  - .1 Remove rubbish from work site at end of work day or shift or as directed by the Engineer.

1.11 FLAMMABLE AND  
COMBUSTIBLE LIQUIDS

- .1 Handling, storage and use of flammable and combustible liquids governed by current National Fire Code of Canada and guided by the requirements established by the Base fire department.
- .2 Keep flammable and combustible liquids such as gasoline, kerosene and naphtha for ready use in quantities not exceeding 30 litres provided they are stored in approved safety cans bearing Underwriters' Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 30 litres for work purposes requires permission of Base fire department.
- .3 The Engineer reserves the right to require removal from the site any storage containers not acceptable to the Base fire department.
- .4 Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
- .5 Transfer of flammable and combustible liquids will not be carried out in vicinity of open flames or any type of heat producing devices.
- .6 Do not use flammable liquids having flash point below 38 degrees C such as naphtha or gasoline as solvents or cleaning agents.

1.11 FLAMMABLE AND  
COMBUSTIBLE LIQUIDS  
(Cont'd)

- .7 Store flammable and combustible waste liquids, for disposal, in approved containers located in safe ventilated area. Keep quantities minimum and Base fire department is to be notified when disposal is required.

1.12 HAZARDOUS  
SUBSTANCES

- .1 Work entailing use of toxic or hazardous materials, chemicals and / or explosives, or otherwise creating hazard to life, safety or health, in accordance with National Fire Code of Canada, and measures prescribed by the Base fire department.
- .2 Obtain from Base fire department a "hot work" permit for work involving welding, burning or use of blowtorches and salamanders, in buildings or facilities.
- .3 When Work is carried out in dangerous or hazardous areas involving use of heat, provide fire watchers equipped with sufficient fire extinguishers. Determination of dangerous or hazardous areas along with level of protection necessary for fire watch is at discretion of Base fire department. Contractors are responsible for providing fire watch service for work on scale established and in conjunction with Base fire department at pre-work conference.
- .4 Provide ventilation where flammable liquids, such as lacquers or urethanes are used, eliminate sources of ignition. Inform Base fire department prior to and at cessation of such work.

1.13 FIRE INSPECTION

- .1 Co-ordinate site inspections by Base fire department through Engineer.
- .2 Allow Base fire department unrestricted access to work site.
- .3 Co-operate with Base fire department during routine fire safety inspection of work site.
- .4 Immediately remedy unsafe fire situations observed by Base fire department.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED .1 Not used.

END OF SECTION

PART 1 - GENERAL

1.1 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.
- .2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by Engineer. Do not burn waste materials on site.
- .3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .4 Solid waste materials that are generated within Halifax Regional Municipality (HRM) and do not require specialized out of county disposal sites must be disposed of within the boundaries of the HRM at a licensed or approved facility as per bylaw S-600.
- .5 Clean interior areas prior to start of finishing work, and maintain areas free of dust and other contaminants during finishing operations.
- .6 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .7 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .8 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .9 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.2 FINAL CLEANING

- .1 When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .2 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.

- |                                |    |  |
|--------------------------------|----|--|
| 1.2 FINAL CLEANING<br>(Cont'd) | .3 | Inspect finishes, fitments and equipment and ensure specified workmanship and operation. |
|                                | .4 | Remove dirt and other disfiguration from exterior surfaces.                              |

## PART 2 - PRODUCTS

- |              |    |           |
|--------------|----|-----------|
| 2.1 NOT USED | .1 | Not used. |
|--------------|----|-----------|

## PART 3 - EXECUTION

- |              |    |           |
|--------------|----|-----------|
| 3.1 NOT USED | .1 | Not used. |
|--------------|----|-----------|

## PART 1 - GENERAL

<u>1.1 RELATED SECTIONS</u>	.1	Section 01 11 00 General Instructions.
<u>1.2 REFERENCES</u>	.1	Department of Justice Canada (Jus)
	.1	Hazardous Product Act.
	.2	Transport Canada
	.1	Transport of Dangerous Goods Act, 1992.
	.3	Nova Scotia Department of Transportation and Infrastructure Renewal
	.1	Dangerous Goods Transportation Act, 1989.
	.4	Canadian Standards Association (CSA)
	.1	CSA B52, Mechanical Refrigeration Code.
<u>1.3 MATERIALS</u>	.1	All replacement parts must be either new or tradeline factory reconditioned of the proper type, and size to provide dependable and efficient operation.
<u>1.4 SUBCONTRACTORS</u>	.1	In the event that the Contractor utilizes a subcontractor, who must be approved by the Engineer, such subcontractor must comply with all requirements of this specification, as if it was his / her own Contract.
	.2	No payment will be made by DND to / for any subcontractor. The Contractor will be responsible for all subcontractors hired by his / her company in reference to payments, etc.
	.3	If a subcontractor is rejected by the Engineer, such subcontractor must be replaced immediately to the satisfaction of the Engineer.
<u>1.5 ENVIRONMENTAL</u>	.1	All Work must be performed in accordance with the latest CSA B52 Mechanical Refrigeration Code, Hazardous Products Act and the Provincial's Environmental Acts and Regulations.



1.5 ENVIRONMENTAL  
(Cont'd)

- .2 No refrigerant will be:
  - .1 discharged to the atmosphere;
  - .2 used to flush or purge systems;
  - .3 used as a cleanser; and
  - .4 used for leak detection.
- .3 Contractor must have or have access to refrigerant reclamation unit and be trained in its use and operation.
- .4 No appliance is to be discarded while containing refrigerant or oil.
- .5 All accidental discharges must be reported to the Engineer.
- .6 If equipment has had a loss of refrigerant, a leak test must be completed before system is made operational and a leak test notice has to be posted on the piece of equipment.

PART 2 - PRODUCTS

2.1 NOT USED

- .1 Not used.

PART 3 - EXECUTION

3.1 NOT USED

- .1 Not used.

END OF SECTION